

**MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**JAY WOLFE USED CARS OF BLUE  
SPRINGS, LLC D/B/A JAY WOLFE  
AUTO OUTLET**

**APPELLANT,**

**v.**

**TYRELL C. JACKSON AND LIANE  
K. JACKSON, ON THEIR OWN  
BEHALF AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED**

**RESPONDENTS.**

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**DOCKET NUMBER WD76644  
MISSOURI COURT OF APPEALS  
WESTERN DISTRICT**

**DATE: February 18, 2014**

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**Appeal From:**

Jackson County Circuit Court  
The Honorable John M. Torrence, Judge

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**Appellate Judges:**

Special Division: Cynthia L. Martin, Presiding Judge, Gary D. Witt, Judge and Zel M. Fischer,  
Special Judge

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**Attorneys:**

Jerome T. Wolf and Robert J. Morrison, Kansas City, MO, for appellant.

Dale K. Irwin, Fred L. Slough and Gina M. Chiala, Kansas City, MO, for respondents.

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**MISSOURI APPELLATE COURT OPINION SUMMARY**

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**RESPONDENTS.**

No. WD76644

Jackson County

Before Special Division: Cynthia L. Martin, Presiding Judge, Gary D. Witt, Judge and Zel M. Fischer, Special Judge

Jay Wolfe Used Cars of Blue Springs, LLC d/b/a Jay Wolfe Auto Outlet ("Jay Wolfe, LLC") filed suit against Tyrell Jackson and Liane Jackson (to recover the deficiency balance owed by the Jacksons on a retail installment agreement. The Jacksons filed counterclaims and class action claims against Jay Wolfe, LLC. Jay Wolfe, LLC filed a motion to compel arbitration, claiming that the Jacksons signed an agreement which required arbitration of disputes at their election. The trial court denied the motion to compel arbitration. Jay Wolfe, LLC appeals.

**AFFIRMED.**

**Special Division holds:**

The Jacksons signed two documents in connection with their purchase of a vehicle: a cash sale agreement and a retail installment agreement. The cash sale agreement was between the Jacksons and Jay Wolfe Used Cars of Blue Springs, a legal entity separate from Jay Wolfe, LLC. The cash sale agreement included an arbitration clause. The retail installment agreement, on the other hand, was between the Jacksons and Jay Wolfe, LLC and did not include an arbitration clause.

We conclude that there was no valid arbitration agreement between the Jacksons and Jay Wolfe, LLC for three reasons. First, it would be inappropriate to read the cash sale agreement and retail installment agreement as one contract because doing so would result in imputing the contractual rights and obligations of one entity to the other, which Missouri law generally disallows. Second, it would be inappropriate to read the cash sale agreement as existing between the Jacksons and Jay Wolfe, LLC. Doing so would be contrary to the plain language of the cash sale agreement. Even if we were to overlook the plain language of the cash sale agreement, it would require us to reform the contract, a remedy unavailable here because the inclusion of Jay

Wolfe Used Cars of Blue Springs as a party to the cash sale agreement was a unilateral mistake, not a mutual mistake. Third, the retail installment agreement, to which Jay Wolfe, LLC and the Jacksons were parties, contained all of the material terms necessary to the transaction making it unnecessary to resort to the cash sale agreement.

Opinion by Cynthia L. Martin, Judge

February 18, 2014

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